

Whois Search Results

Search again (.aero, .arpa, .asia, .biz, .cat, .com, .coop, .edu, .info, .int, .jobs, .mobi, .museum, .name, .net, .org, .pro, or .travel) :

- ☒ Domain (ex. internic.net)
☐ Registrar (ex. ABC Registrar, Inc.)
☐ Nameserver (ex. ns.example.com or 192.16.0.192)

Whois Server Version 2.0

Domain names in the .com and .net domains can now be registered with many different competing registrars. Go to <http://www.internic.net> for detailed information.

Domain Name: UNTIED.COM
Registrar: NAMEBAY
Whois Server: whois.namebay.com
Referral URL: <http://www.namebay.com>
Name Server: NS1.IPAGE.COM
Name Server: NS2.IPAGE.COM
Status: ok
Updated Date: 24-sep-2012
Creation Date: 24-apr-1997
Expiration Date: 25-apr-2015

This is Exhibit "A" referred to in the affidavit of Dr. Jeremy Cooperstock affirmed before me on January 7, 2013

Signature

>>> Last update of whois database: Mon, 17 Dec 2012 13:32:14 UTC <<<

NOTICE: The expiration date displayed in this record is the date the registrar's sponsorship of the domain name registration in the registry is currently set to expire. This date does not necessarily reflect the expiration date of the domain name registrant's agreement with the sponsoring registrar. Users may consult the sponsoring registrar's Whois database to view the registrar's reported date of expiration for this registration.

TERMS OF USE: You are not authorized to access or query our Whois database through the use of electronic processes that are high-volume and automated except as reasonably necessary to register domain names or modify existing registrations; the Data in VeriSign Global Registry Services' ("VeriSign") Whois database is provided by VeriSign for information purposes only, and to assist persons in obtaining information about or related to a domain name registration record. VeriSign does not guarantee its accuracy. By submitting a Whois query, you agree to abide by the following terms of use: You agree that you may use this Data only for lawful purposes and that under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail, telephone, or facsimile; or (2) enable high volume, automated, electronic processes that apply to VeriSign (or its computer systems). The compilation, repackaging, dissemination or other use of this Data is expressly prohibited without the prior written consent of VeriSign. You agree not to

use electronic processes that are automated and high-volume to access or query the Whois database except as reasonably necessary to register domain names or modify existing registrations. VeriSign reserves the right to restrict your access to the Whois database in its sole discretion to ensure operational stability. VeriSign may restrict or terminate your access to the Whois database for failure to abide by these terms of use. VeriSign reserves the right to modify these terms at any time.

The Registry database contains ONLY .COM, .NET, .EDU domains and Registrars.

[Report Inaccurate Whois listing](#)

This page last updated 01/24/2003

Signature

Untied Airlines

www.untied.com

UNTIED

AN EVIL ALLIANCE MEMBER

(This is **not** the website of United Airlines)

Sign In | My Account | Contact Us

HomePassengersContinentalSafetyContactAbout UntiedSupport

UNITED AIRLINES ATTACKS UNTIED.COM

Please help us mount the strongest possible defense by donating to our legal defense fund.

Donate

DiscoverMasterCardVISAAMEXBank

Submit Complaint

Hotel | Car | Bus

☐ Anonymous ☒ Ok to use my name

From: (city or airport) To: (city or airport)

Depart date: Time:

mm/dd/yyyy Anytime

Complaint categories (select all that apply)

☐ refunds

☐ special needs

☐ safety

☐ misinformation

☐ baggage

☐ premier class

☐ incompetence

☐ in-flight seating

☐ rudeness

☐ in-flight meals

☐ mileage plus

☐ unaccompanied minor

☐ other, specify:

Cabin:

Economy

Proceed with details

Contact information, etc.

Complain

Help Promote Untied

Like

1.6k

+1

43

Tweet

89

in Share

18

Donate

Maintaining this website and advising passengers how to seek compensation is a serious undertaking. Please show your support by making a token donation to help keep the contents current and continue embarrassing United Airlines.

United Airlines Employees Abuse Disabled

WELCOME TO UNTIED.COM

We abuse disabled vets and dogs. Let us abuse you too!

Employee Tips

Read about employee lawsuits against UAL and other feedback.

Know your rights under the Workers Compensation Act

Quit number: Court:

☐ Remember Me ☒ Forgot PIN?

Protect yourself

Not an employee? You're lucky!

Need legal help? Visit the United lawsuits page for information about legal action.

United in the News

United Airlines Killed Our Golden Retriever

Sep 19, 2012 7:15:00 PM

Yet another pet death at the hands of indifferent United employees. The airline is proving itself to be even more hostile to animals than human passengers.

Find out more about other passengers' lawsuits to resolve their complaints.

United wins worst #1 airline* in customer complaints for 2011 (and second-worst in 2010).

*Based on statistics compiled by the U.S. Department of Transportation.

UNITED

YOUR CALL IS VERY IMPORTANT TO US. PLEASE HOLD WHILE WE EVAPORATE ALL THE GOODWILL CREATED BY OUR EXPENSIVE ADVERTISING.

Whistleblowing in the university | beach wedding gowns

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Signature

Untied Airlines

www.untied.com/#

UNTIED

AN EVIL ALLIANCE MEMBER

(This is **not** the website of United Airlines)

Sign In | My Account | Contact Us

HomePassengersContinentalSafetyContactAbout UntiedSupport

UNITED AIRLINES ATTACKS UNTIED.COM

Please help us mount the strongest possible defense by donating to our legal defense fund.

Donate

AMERICAN EXPRESSVISA

Submit Complaint

Hotel | Car | Bus

AnonymousOk to use my name

From: (city or airport)To: (city or airport)

Depart date:Time:

mm/dd/yyyyAnytime

Complaint categories (select all that apply)

refunds

special needs

safety

misinformation

baggage

premier class

incompetence

in-flight seating

rudeness

in-flight meals

mileage plus

unaccompanied minor

other, specify:

Cabin:

Economy

Proceed with details

Contact information, etc.

Complain

Help Promote Untied

Like1.6k

+143

Tweet89

Share18

Donate

Maintaining this website and advising passengers how to seek compensation is a serious undertaking. Please show your support by making a token donation to help keep the contents current and continue embarrassing United Airlines.

United Airlines Employees Abuse Disabled

WELCOME TO UNTIED.COM

We abuse disabled vets and dogs. Let us abuse you too!

Latest News and Abuse

On most flights, pay more charges for checked bags, in-flight entertainment, and meals. Soon, we'll charge you to use the bathroom.

Complaints Database

Click below to read other complaints submitted by former passengers.

Month2012Go

Complaint tips for passengers

Find out more about other passengers' lawsuits to resolve their complaints.

United in the News

United remains the only US carrier that continues to transport lab primates despite maltreatment.

Aug 22, 2012 6:47:00 PM

According to PETA, almost every major airline in the world refuses to transport lab monkeys, but not United. The question PETA doesn't ask is whether

Employee Tips

Read about employee lawsuits against UAL and other feedback.

Know your rights under the Workers Compensation Act

Lawsuit number:Court:

Remember MeForgot PIN?

Protect yourself

Not an employee? You're lucky!

Need legal help? Visit the United lawsuits page for information about legal action.

United wins worst #1 airline* in customer complaints for 2011 (and second-worst in 2010).

*Based on statistics compiled by the U.S. Department of Transportation.

UNITED AIRLINES

YOUR CALL IS VERY IMPORTANT TO US. PLEASE HOLD WHILE WE EVAPORATE ALL THE GOODWILL CREATED BY OUR EXPENSIVE ADVERTISING.

Whistleblowing in the university | beach wedding gowns
Copyright © 2012 Untied Air Lines, Inc.

CANADA**SUPERIOR COURT****(Civil Division)****PROVINCE OF QUEBEC
DISTRICT OF MONTREAL****No: 500-17-**

**This is Exhibit "D" referred to in the
affidavit of Dr. Jeremy Cooperstock
affirmed before me on January 7, 2013**

Signature

UNITED AIR LINES, INC., a legal person, duly constituted according to law, having its principal place of business at 77 West Wacker Dr., Chicago, Illinois 60601, U.S.A.

and

CONTINENTAL AIRLINES, INC., a legal person, duly constituted according to law, having its principal place of business at 77 West Wacker Dr., Chicago, Illinois 60601, U.S.A.

and

ELAINE CLARK, claims analyst, an individual having an office at 77 West Wacker Dr., Chicago, Illinois 60601, U.S.A.

and

JESSICA ROSSMAN, attorney, an individual having an office at 77 West Wacker Dr., Chicago, Illinois 60601, U.S.A.

and

JEFF WITTIG, attorney, an individual having an office at 77 West Wacker Dr., Chicago, Illinois 60601, U.S.A.

Plaintiffs

vs.

JEREMY COOPERSTOCK, a professor having an office at McGill University, McConnell Engineering Building, Rm. 424, 3480 University Street, Montreal, Quebec, H3A 0E9, and residing at 392 Grosvenor Street, Westmount, Quebec, H3Z 2M2.

Defendant

INTRODUCTORY MOTION FOR THE ISSUANCE
OF A PERMANENT INJUNCTION
(Article 751 and ff., C.C.P.)

THE PLAINTIFFS, UNITED AIR LINES, INC., CONTINENTAL AIRLINES, INC., ELAINE CLARK, JESSICA ROSSMAN AND JEFF WITTIG, RESPECTFULLY SUBMIT AS FOLLOWS:

I. The Parties


1. Plaintiffs United Air Lines, Inc. and Continental Airlines, Inc. (collectively, the "**Airline Plaintiffs**") are commercial airlines that operate passenger flights under a single operating certificate, marketing such flights as "United";
2. The Airline Plaintiffs market their services under a common website, at www.united.com (the "**United Website**"). The United Website was first published in Canada when it was launched in its current form on or about March 3, 2012. A printout of the homepage of the United Website as it currently appears is produced herewith as **Exhibit P-1**;
3. Elaine Clark, Jessica Rossman and Jeff Wittig (collectively, the "**Individual Plaintiffs**") are employees of the Airline Plaintiffs. Their respective titles with the Airline Plaintiffs are: Claims Analyst, Corporate Insurance; Senior Counsel, Americas; and Senior Counsel, Asia and Pacific;
4. Defendant owns and operates a website corresponding with the internet domain name www.untied.com (this website hereinafter called "**UNTIED.com**"). A printout of the homepage of UNTIED.com as it currently appears is produced herewith as **Exhibit P-2**;
5. Defendant registered this domain name on April 24, 1997. Defendant began operating said website the following day, the whole as appears from a printout of a "who is" search for UNTIED.com on the website www.networksolutions.com, produced herewith as **Exhibit P-3**;
6. Among the purported objectives of UNTIED.com, as stated on the site itself, is to provide "*a forum for passengers and employees to voice their concerns and complaints, in the hopes that United will pay attention and act appropriately to respond to them*", the whole as appears from a printout of the portion of UNTIED.com entitled "*What is the purpose of this site?*", produced herewith as **Exhibit P-4**. Defendant, however, is using his UNTIED.com site as more than a forum to voice complaints. Indeed, as discussed below, Defendant actively encourages users to contact the Individual Plaintiffs, who have no connection to the issues discussed on his site;
7. Plaintiffs are not seeking to prevent the Defendant from operating a website where individuals can express their views about the Airline Plaintiffs. Rather, Plaintiffs are filing the present Introductory Motion in order to protect the Individual Plaintiffs' rights to privacy, which are being infringed by the Defendant's posting of these individuals'

contact information on UNTIED.com, and to protect the safety and security of these individuals, who have received several harassing and disturbing messages as a result of being involuntarily listed on UNTIED.com as discussed further below;

8. As set out in paragraphs 30 to 36 below, the Airline Plaintiffs have approached Defendant on multiple occasions to request that Defendant modify his website so as to remove the employees' contact information. The Defendant has, however, refused to do so. Accordingly, Plaintiffs are left with no reasonable option but seek relief from this Court;

II. Defendant's Unlawful Acts

(a) Defendant's Website Causes Consumer Confusion

9. As stated at paragraph 2 above, the present version of the United Website was launched on March 3, 2012. This version of the United Website is the result of a significant redesign of the previous version of the website www.united.com and is based upon the version of the website that existed at continental.com;
10. At some time between March 3, 2012 and April 9, 2012, the Defendant caused his own UNTIED.com website to be redesigned, manifestly to cause confusion with the Airline Plaintiffs' website;
11. The newly redesigned UNTIED.com site very closely resembles the recently redesigned United Website. Amongst other things, the colour scheme, font, general website layout, and prominent placement of the logo **UNTIED** , which is confusingly similar with the United logotype and globe design used by the Airline Plaintiffs to market their services on the United Website, are all nearly exactly the same on both the United Website and the current version of UNTIED.com, the whole as shown by the printout of the homepage of UNTIED.com as it currently appears;
12. As demonstrated by a comparison of Exhibits P-1 and P-2, UNTIED.com has an overall appearance which very closely resembles and is difficult to distinguish from that of the United Website;
13. UNTIED.com allows visitors to the site to submit complaints. According to statistics posted on Defendant's UNTIED.com website, the number of complaints submitted by users dramatically increased after March 2012, from approximately 200 complaints submitted per month in March 2012, to approximately 800 in the most recent month shown. The timing of this increase corresponds with the redesign of UNTIED.com as set out in paragraph 9 above, and suggests that users are confused by the new appearance of UNTIED.com and believe that the website is associated with the Airline Plaintiffs. Printouts out of the UNTIED.com webpages showing these statistics are produced herewith, *en liasse*, as **Exhibit P-5**;
14. In one exemplary instance of consumer confusion, among many other such instances, a customer of the Airline Plaintiffs, after visiting UNTIED.com, was so clearly confused by the similarity in appearance between UNTIED.com and the United Website that he has

referred to his correspondence with the Defendant, through UNTIED.com, in a lawsuit he had filed in the District Court of Maryland against Plaintiff United, the whole as shown by copy of the Writ of Summons served upon Plaintiff United, produced herewith as **Exhibit P-6**;

15. As demonstrated by the foregoing, the nature of Defendant's UNTIED.com website causes consumer confusion and misleads the public into believing that Defendant's website is affiliated with Plaintiff United;
16. In order to address the many past and ongoing instances of consumer confusion and the future likelihood of further consumer confusion, the Airline Plaintiffs have initiated proceedings against Defendant by filing a Statement of Claim with the Federal Court of Canada;
17. By their proceedings before the Federal Court, the Airline Plaintiffs are seeking relief solely in respect of the infringement of the Airline Plaintiffs' intellectual property rights and resulting consumer confusion, caused by Defendant's actions in respect of UNTIED.com, the whole as shown by the Statement of Claim produced herewith as **Exhibit P-7**;
18. The relief sought before the Federal Court of Canada relates solely to the Airline Plaintiffs' intellectual property rights, whereas the relief sought before this Honourable Court relates solely to misuse of Individual Plaintiffs' contact information. There is therefore no possibility of any conflict between the judgment to be rendered by the Federal Court and the judgment to be rendered by this Court;

(b) Defendant's Unauthorized Online Posting of Individual Plaintiffs' Contact Information

19. Defendant's UNTIED.com website contains a heading entitled "Contact". By clicking on the "Contact" heading, users may follow a link entitled "Contact UAL". Users are then directed to a web page containing a listing of the Individual Plaintiffs, along with these Individual Plaintiffs' direct personal contact information. Users are instructed to contact these Individual Plaintiffs directly, the whole as shown by the printout of this web page as it currently appears, produced herewith as **Exhibit P-8**;
20. The Individual Plaintiffs' contact information is not made available to passengers or to the traveling public in general by either the Individual Plaintiffs themselves, or by the Airline Plaintiffs. For instance, Airline Plaintiffs do not maintain a publicly accessible directory containing the Individual Plaintiffs' contact information. Likewise, the departments of the Airline Plaintiffs in which the Individual Plaintiffs work do not have public websites that contain the Individual Plaintiffs' contact information. That is because the Individual Plaintiffs do not act as direct, front-line contacts or ombudsmen for receiving and handling consumer complaints;
21. The Airline Plaintiffs provide passengers and the traveling public in general numerous means through which to contact the Airline Plaintiffs to express concerns or complaints through clicking on the "Contact Us" button on the homepage of the United Website, the

whole as shown by the printouts of the relevant pages of the United Website produced herewith, *en liasse*, as **Exhibit P-9**;

22. However, as a result of the Individual Plaintiffs' contact information being publicly posted on UNTIED.com, large volumes of correspondence, both in the form of emails and telephone calls, which should have been properly directed to the appropriate department for proper handling by the Airline Plaintiffs, have instead been sent to the Individual Plaintiffs. To date, the total number of email and voicemail messages that have been sent to the Individual Plaintiffs as a result of their contact information being posted on UNTIED.com exceeds 200. Examples of such correspondence are produced herewith, *en liasse*, as **Exhibit P-10**;
23. The large volumes of correspondence, which, as demonstrated by Exhibit P-9, are misdirected to the Individual Plaintiffs, prevent the Individual Plaintiffs from conducting their ordinary business duties with the Airline Plaintiffs and result in delays in directing this correspondence to the proper recipients within the Airline Plaintiffs' organization for proper processing and response;
24. In certain cases, voicemail correspondence directed to the Individual Plaintiffs has made reference to UNTIED.com and has been harassing and threatening in nature, as demonstrated by the recordings of voicemails sent to each of the Individual Plaintiffs produced herewith, *en liasse*, as **Exhibit P-11**, transcripts of which voicemails are further produced herewith, *en liasse*, as **Exhibit P-12**;
25. For example, in one instance, an individual left a voicemail for Individual Plaintiff Jessica Rossman, making explicit reference to UNTIED.com, and suggested that Jessica Rossman would "have made a great Nazi", as demonstrated by the following excerpt from that voicemail:

How come you're so familiar with untied dot com (UNTIED.com) but you are unwilling to talk to a... a member the public about a matter of great interest to United Airlines regarding litigation?

What the hell is wrong with Jessica Rossman, and how is that different from what is wrong with United Airlines? And how does that differ with what is wrong from the rogue, renegade, lying U.S. government, the former national – I'm sorry, the former constitutional republic and current national security state. What's the matter, Jessica, traitor got your tongue?

Jessica would you have made a great Nazi or just a good one?

Remember eighty years ago when the German government and media told everyone whom to hate and blame?

(...)

So maybe that that judge who that said that UAL should be on the hook for 9/11 isn't I don't know, part of the same treason party.

Untie yourself, Jessica Rossman. You the one who needs to be untied,

the whole as demonstrated by the recording of the voicemail and transcript thereof produced herewith as **Exhibit P-13** and **Exhibit P-14**;

26. In another example, the same individual who had made reference to UNTIED.com in the voicemail message to Individual Plaintiff Jessica Rossman above, left a voicemail with Individual Plaintiff Elaine Clark, suggesting that Elaine Clark was "*just a wage slave...Hitler's dream come true*" as follows:

Hey Elaine. This is Dave. Just trying to remind United Airlines at the corporate level that honesty is the best policy, and I encourage United Airlines to straighten up and fly right and stop going along with the hateful, physically impossible lies of the national security state regarding the events of 9/11 and the ongoing balming of purported Muslim hijackers for damages at Ground Zero that could not possibly have been caused by airliners, not even a hundred of them.

(...)

So are you just a wage slave, Elaine, just following orders? Hitler's dream come true. And I mean that sincerely...

the whole as demonstrated by the recording of the voicemail and transcript thereof produced herewith as **Exhibit P-15** and **Exhibit P-16**;

27. In yet another example, this same individual left a voicemail with Individual Plaintiff Jeff Wittig, suggesting that Jeff Wittig had "*aided and abetted...treasonous lies and good amounts of crimes*":

Hey, Jeff, if you're really an attorney and you really have a law degree, maybe that's actually something and you could use it to secure honest employment for yourself somewhere some day, somehow, instead of aiding and abetting these treasonous lies and good amounts of crimes against not merely humanity but against all of earth's living species..."

the whole as demonstrated by the recording of the voicemail and transcript thereof produced herewith as **Exhibit P-17** and **Exhibit P-18**;

28. The threatening and harassing messages corresponding with Exhibits P-13 and P-14, as referred to at paragraph 25 above, caused Individual Plaintiff Jessica Rossman tremendous emotional and physical distress. Jessica Rossman was visibly shaken as a result of receiving these messages from an individual who had obtained her contact information from Defendant's website UNTIED.com. These threatening and harassing messages caused Jessica Rossman to fear for her physical safety and to consider leaving her position with Plaintiff United;

29. There is a likelihood that further harassing and threatening correspondence may be sent to the Individual Plaintiffs, causing further distraction and distress to these Individual Plaintiffs, the whole as a direct result of their contact information, which is otherwise not generally available to the public, being publicly posted on Defendant's UNTIED.com website;
30. There is a likelihood that Defendant will continue, in the future, to determine the contact information of other of Airline Plaintiffs' employees and post this information on UNTIED.com, thereby exposing such employees to potential harassing and threatening messages such as those sent to the Individual Plaintiffs as detailed in paragraphs 22 to 25 above;

III. Defendant's Refusal to Cease His Illegal Acts

31. On July 16, 2012, Plaintiff United contacted Defendant to request, among other things, that the names and contact information of the Individual Plaintiffs be removed from UNTIED.com, the whole as demonstrated by the email chain produced herewith as **Exhibit P-18**;
32. On July 17, 2012, Defendant acknowledged receipt of Plaintiff United's request, and stated that he would "study" Plaintiff United's concerns. At that time, Defendant also offered his services to Plaintiff United "on a consultancy basis", as follows:

...Since you've taken the initiative in contacting me, I'm reciprocating here by offering my services to your senior management on a consultancy basis...

the whole as demonstrated by Exhibit P-18;

33. On September 10, 2012, Plaintiff United again contacted Defendant to reiterate its earlier request that Defendant remove the Individual Plaintiffs' names and contact information from UNTIED.com. Plaintiff United formally put the Defendant on notice of Plaintiffs' rights and stated as follows,

...As a result of your postings, the individuals listed on your website have received an inordinately large number of e-mails and phone calls, many of an extremely disturbing nature. Not only are these e-mails and calls extremely disruptive, they have caused – and are causing – tremendous emotional strain and stress for these individuals. While we understand that you are a critic of United Airlines, we are sure that facilitating the harassment of individual employees simply trying to do their jobs is not your intent, and that you will have no issues with removing their names and contact information. There is simply no legitimate reason to subject them to the burdens and stress that listing their names on your website has imposed on them...

the whole as demonstrated by the letter produced herewith as **Exhibit P-19**;

34. On September 25, 2012, Defendant responded to Plaintiff United's September 10, 2012 letter, but made no mention of any intention to remove the Individual Plaintiffs' names

and contact information from UNTIED.com, and reiterated his offer to provide services to Plaintiff United on a consultancy basis, as demonstrated by **Exhibit P-18**;

35. On October 2, 2012, Plaintiff United yet again contacted Defendant to reiterate its earlier request that the Defendant remove the Individual Plaintiffs' names and contact information from UNTIED.com, as follows:

...[T]hese employees have received extremely disruptive and harassing messages as a result of your posting of their information on untied.com. These individuals have no connection to the issues discussed on your site but nevertheless are being subject to significant stress and burdens as a result of being listed as contacts on your site...

the whole as demonstrated by the letter produced herewith as **Exhibit P-21**;

36. On October 12, 2012, Defendant responded to Plaintiff United's October 2, 2012 letter, but once again did not address Plaintiff United's request that he remove the Individual Plaintiffs' names and contact information from UNTIED.com, the whole as demonstrated by the email chain produced herewith as Exhibit P-19;
37. To date, Defendant has not removed the Individual Plaintiffs' names and contact information from UNTIED.com;
38. Defendant's posting of the Individual Plaintiffs' personal contact information, and refusal to remove same despite Plaintiffs' requests, is causing irreparable harm to Plaintiffs;
39. Defendant's actions result in the likelihood that further irreparable harm will be caused to the Plaintiffs and to other employees of the Airline Plaintiffs in the future;

IV. Injunctive Relief

Plaintiffs have a clear right to prevent Defendant, by way of injunction, from posting the Individual Plaintiffs' names and contact information on UNTIED.com, as such posting causes serious and irreparable harm to the Plaintiffs, in that such posting causes an ongoing reduction in Individual Plaintiffs' productivity and has led to harassment of and, threats to these Individual Plaintiffs, by users of Defendant's website UNTIED.com, the whole resulting in emotional distress of the Individual Plaintiffs;

40. The present action is well-founded in fact and in law;

WHEREFORE, PLAINTIFFS PRAY THAT BY JUDGMENT TO BE RENDERED HEREIN THIS HONOURABLE COURT:

GRANT the present Motion;

ORDER Defendant to remove the names and contact information of any and all employees of the Airline Plaintiffs, including but not limited to the names and contact information of the Individual Plaintiffs, from Defendant's website www.UNTIED.com;

- 9 -

ORDER Defendant to refrain from ever posting the names and contact information of any of Airline Plaintiffs' employees on any website;

ORDER provisional execution notwithstanding appeal;

THE WHOLE with costs, including any costs of expertise.

MONTREAL, November 19, 2012

Gowling Lafleur Henderson

GOWLING LAFLEUR HENDERSON LLP

Attorneys for Plaintiffs

United Air Lines, Inc., Continental

Airlines, Inc., Ms. Elaine Clark, Ms.

Jessica Rossman and Mr. Jeff Wittig

TRUE COPY

Gowling Lafleur Henderson

Gowling Lafleur Henderson LLP

NOTICE TO DEFENDANT
(Articles 119 and 813.5 C.C.P.)

TAKE NOTICE that Plaintiffs have filed this action in the office of the Superior Court of the judicial district of Montreal.

To file an answer to this action or application, you must first file an appearance, personally or by advocate, at the Courthouse of Montreal located at 1 Notre-Dame Street East, within ten (10) days of service of this motion.

If you fail to file an appearance within the time limit indicated, a judgment by default may be rendered against you without further notice upon the expiry of the 10-day period.

If you file an appearance, the action or application will be presented before the Superior Court on **December 21, 2012, at 9:00 a.m., in room 2.16 of the Courthouse**. On that date, the Court may exercise such powers as are necessary to ensure the orderly progress of the proceeding or the Court may hear the case, unless you make a written agreement with Plaintiffs or Plaintiff's advocate on a timetable for the orderly progress of the proceeding. The timetable must be filed in the office of the Court.

In support of the Introductory Motion, Plaintiffs disclose the following exhibits:

- Exhibit P-1:** A printout of the www.united.com homepage;
- Exhibit P-2:** A printout of the www.UNTIED.com homepage;
- Exhibit P-3:** A printout of a Network Solutions who is search for www.UNTIED.com;
- Exhibit P-4:** A printout of the FAQ section of www.UNTIED.com;
- Exhibit P-5:** A printout of the Complaint Statistics pages of www.UNTIED.com;
- Exhibit P-6:** A printout of a Writ of Summons served upon Plaintiff United Air Lines, dated September 14, 2012;
- Exhibit P-7:** Statement of Claim relating to intellectual property matters intended for filing in the Federal Court of Canada on November 19, 2012 and intended for service upon Defendant by Plaintiffs United Air Lines and Continental Airlines, on November 19, 2012;
- Exhibit P-8:** A printout of the Contact UAL section of www.UNTIED.com;
- Exhibit P-9:** A printout of the homepage and "Contact Us" pages of the United Website, www.united.com, *en liasse*;
- Exhibit P-10:** A printout of a bundle of email complaints received by Plaintiffs Elaine Clark, Jessica Rossman and Jeff Wittig and other employees of Plaintiffs

United Air Lines and Continental Airlines;

- Exhibit P-11:** A CD containing recordings of harassing and threatening voicemails sent to Plaintiffs Elaine Clark, Jessica Rossman and Jeff Wittig and to other employees of Plaintiffs United Air Lines and Continental Airlines;
- Exhibit P-12:** A printout of transcripts of harassing and threatening voicemails sent to Plaintiffs Elaine Clark, Jessica Rossman and Jeff Wittig and to other employees of Plaintiffs United Air Lines and Continental Airlines;
- Exhibit P-13:** A CD containing a single example of a recording of a harassing and threatening voicemail sent to Plaintiff Jessica Rossman;
- Exhibit P-14:** A printout of a transcript of a single example of a harassing and threatening voicemail sent to Plaintiff Jessica Rossman;
- Exhibit P-15:** A CD containing a single example of a recording of a harassing and threatening voicemail sent to Plaintiff Elaine Clark;
- Exhibit P-16:** A printout of a transcripts of a single example of a harassing and threatening voicemail sent to Plaintiff Elaine Clark;
- Exhibit P-17:** A CD containing a single example of a recording of a harassing and threatening voicemail sent to Plaintiff Jeff Wittig;
- Exhibit P-18:** A printout of a transcripts of a single example of a harassing and threatening voicemail sent to Plaintiff Jeff Wittig;
- Exhibit P-19:** A printout of a chain of email correspondence between Plaintiff United Air Lines and Defendant between July 16, 2012 and October 12, 2012;
- Exhibit P-20:** A copy of a letter sent from Plaintiff United Air Lines to Defendant September 10, 2012;
- Exhibit P-21:** A copy of a letter sent from Plaintiff United Air Lines to Defendant October 2, 2012;

These exhibits are attached hereto and served with the present action.

TAKE FURTHER NOTICE that if you fail to appear or to contest Plaintiffs' allegations within the time limit fixed, Plaintiffs may obtain judgment by default against you. Moreover, if you do not appear, Plaintiffs will not be required to inform you of any further proceedings.

DO GOVERN YOURSELF ACCORDINGLY.

MONTREAL, November 19, 2012

Bowling Lafleur Henderson
GOWLING LAFLEUR HENDERSON LLP
Attorneys for Plaintiffs
United Air Lines, Inc. and Continental
Airlines, Inc.

[MTL_LAW\911840\1]

TRUE COPY

Bowling Lafleur Henderson
Gowling Lafleur Henderson LLP

Dr. Jeremy Cooperstock
392 Grosvenor Street
Montreal, QC H3Z 2M2

jcooperstock@gmail.com

December 7, 2012

VIA EMAIL AND FAX

Me Hélène D'Iorio
Gowling Lafleur Henderson LLP
1 Place Ville Marie, 37th Floor
Montreal, QC HJ8 JP4

**This is Exhibit "G" referred to in the
affidavit of Dr. Jeremy Cooperstock
affirmed before me on January 7, 2013**

Signature

Dear Me D'Iorio :

**Re: United Air Lines Inc et al v. Jeremy Cooperstock
Federal Court File No.: T-2084-12
Request for an extension pursuant to Rule 7(1)**

I am writing concerning the above-noted file. I would like to request a 15-day extension to file my Statement of Defence pursuant to Rule 204.

As you surely know, pursuant to Rule 7(1) of the *Federal Court Rules*, a period provided by the Rules may be extended once by filing the consent of all parties in writing.

I would be grateful if you provided me with a consent for the extension as per Rule 7(1) at your earliest convenience.

I look forward to hearing from you.

Sincerely yours,


Dr. Jeremy Cooperstock



montréal • ottawa • toronto • hamilton • waterloo region • calgary • vancouver • moscow • london

This is Exhibit "H" referred to in the affidavit of Dr. Jeremy Cooperstock affirmed before me on January 7, 2013

Montreal, December 10, 2012

BY EMAIL ONLY

Jeremy Cooperstock
392 Grosvenor Street
Westmount, Quebec H3Z 2M2

Signature

Hélène D'Iorio
Direct: 514-392-9564
Fax: 514-876-9564
helene.diorio@gowlings.com

Assistant Tel: (514) 878-1041
ext.: 65224

Re: **United Air Lines, Inc. and Continental Airlines, Inc. v. Jeremy Cooperstock**
Federal Court no. T-2084-12
Our Reference: L104500011

Dear Sir:

Reference is made to your letter dated December 7, 2012, by which you had requested our clients' consent to a fifteen day extension of time for the filing of a Statement of Defence, pursuant to Rule 7 of the *Federal Courts Rules*.

Our clients have instructed us to provide the requested consent, bringing the date on which the Statement of Defence must be served and filed to January 5, 2013.

For purposes of clarity, please note that since January 5, 2013 falls on a Saturday, should you execute and file the attached consent, the Statement of Defence may be served and filed as late as Monday, January 7, 2013.

Please find enclosed herewith a draft consent form, executed on behalf of our clients. If you are agreeable to the contents of this consent form, kindly complete and execute same and return a scanned copy of the completed and fully executed document to us for our files.

Additionally, we note that your above-mentioned correspondence was sent by email and fax, but we do not have a fax or telephone number on file by which to contact you. Accordingly, please confirm your preferred means of correspondence and correct address(es) that should be used for the purposes of any exchanges relating to this matter.

Yours very truly,

GOWLING LAFLEUR HENDERSON LLP

Hélène D'Iorio
HDI:LAJ
Encl.

MTL_LAW\1924283\1

FEDERAL COURT

BETWEEN:

**UNITED AIR LINES, INC. and
CONTINENTAL AIRLINES, INC.**

Plaintiffs

AND

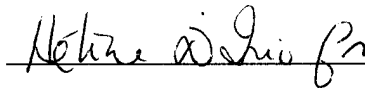
JEREMY COOPERSTOCK

Defendant

CONSENT

The parties consent to a fifteen day extension of the deadline for service and filing of the Statement of Defence, bringing the deadline from December 21, 2012, to January 5, 2013.

Executed at Montreal, Quebec, 10th day of December, 2012.



Gowling Lafleur Henderson LLP
Solicitors for the Plaintiffs
Me Hélène D'Iorio
Telephone: (514) 392-9564
Fax: (514) 876-9564

Executed at Westmount, Quebec, this ___th day of December, 2012.

Jeremy Cooperstock
Defendant
Telephone: (514)
Fax: (514)

Dr. Jeremy Cooperstock
392 Grosvenor Street
Westmount, QC H3Z 2M2

jcooperstock@gmail.com

December 11, 2012

VIA EMAIL AND FAX

Me Hélène D'Iorio
Gowling Lafleur Henderson LLP
1 Place Ville Marie, 37th Floor
Montréal, QC HJ8 JP4

**This is Exhibit "I" referred to in the
affidavit of Dr. Jeremy Cooperstock
affirmed before me on January 7, 2013**

Signature

Dear Me D'Iorio :

**Re: United Air Lines, Inc. et al. v. Jeremy Cooperstock
Federal Court File No.: T-2084-12
Request for an extension pursuant to Rule 7(1)
Your letter of December 10, 2012**

I acknowledge receipt of your letter dated December 10, 2012, consenting to an extension to file the Statement of Defence by Saturday, January 5, 2012 (or, effectively, January 7, 2012).

I am afraid that Rule 6(3) of the *Federal Court Rules* may have escaped your attention:

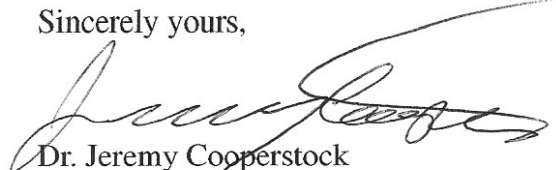
Unless otherwise directed by the Court, a day that falls within the Christmas recess shall not be included in the computation of time under these Rules for filing, amending or serving a document.

(As you surely know, "Christmas recess" means the period beginning on December 21 in a year and ending on January 7 in the following year.) Consequently, the draft consent that you sent me provides only a 2-day extension, and not the 15-day extension for which your consent was sought.

For greater clarity, I am requesting that you consent to an extension until January 21, 2013.

I look forward to hearing from you.

Sincerely yours,


Dr. Jeremy Cooperstock

Montreal, December 12, 2012

BY EMAIL ONLY

Jeremy Cooperstock
392 Grosvenor Street
Westmount, Quebec H3Z 2M2

**This is Exhibit "J" referred to in the
affidavit of Dr. Jeremy Cooperstock
affirmed before me on January 7, 2013**

Signature

Hélène D'Iorio
Direct: 514-392-9564
Fax: 514-876-9564
helene.diorio@gowlings.com

Assistant Tel: (514) 878-1041
ext.: 65224

Re: **United Air Lines, Inc. and Continental Airlines, Inc. v. Jeremy Cooperstock**
Federal Court no. T-2084-12
Our Reference: L104500011

Dear Sir:

Reference is made to your letters dated December 7 and 12, 2012, and to our letter dated December 10, 2012.

By your first letter, you had requested our clients' consent to a **fifteen (15) day** extension of time for the service and filing of your Statement of Defence. By our letter dated December 10, 2012, we had advised you that consent to your request had been granted by our clients. By your second letter, you have purported to clarify your earlier letter, stating that you had originally intended to request an extension of time for filing until January 21, 2012.

We reiterate that our clients have given us instructions to consent to the originally requested fifteen (15) day extension of time, which would allow you to serve and file your Statement of Defence as late as January 7, 2012.

Assuming that you intend to take advantage of this consent, we look forward to receiving a fully executed copy of the draft consent form we had attached to our December 10 correspondence.

As noted in our December 10 letter, your above-mentioned correspondence was sent by email and fax. While our records indicate your office and home telephone numbers to be (514) 398-5992 and (438) 808-6463, we do not have your fax number on file. Accordingly, we reiterate our earlier request that you kindly confirm your preferred coordinates and means of correspondence for purposes of any exchanges relating to this matter.

Yours very truly,

GOWLING LAFLEUR HENDERSON LLP



Hélène D'Iorio
HDI:LAJ

MTL_LAW\1924283\1

Dr. Jeremy Cooperstock
392 Grosvenor Street
Westmount, QC H3Z 2M2

jcooperstock@gmail.com

December 13, 2012

VIA EMAIL AND FAX

Me Hélène D'Iorio
Gowling Lafleur Henderson LLP
1 Place Ville Marie, 37th Floor
Montréal, QC HJ8 JP4

**This is Exhibit "K" referred to in the
affidavit of Dr. Jeremy Cooperstock
affirmed before me on January 7, 2013**

Signature

Dear Me D'Iorio :

**Re: United Air Lines, Inc. et al. v. Jeremy Cooperstock
Federal Court File No.: T-2084-12
Request for an extension pursuant to Rule 7(1)
Your letter of December 12, 2012**

I acknowledge receipt of your letter dated December 12, 2012.

On December 7, 2012, I asked for a standard 15-day extension pursuant to Rule 7(1) of the *Federal Court Rules*. I have done so with the understanding that you, as an experienced lawyer, are aware of Rule 6(3), and know perfectly well that the Christmas recess is not included in the computation of time under the Rules.

Although my original request was clear, my letter of December 11, 2012 removes any possible ambiguity in the unlikely event that it had existed earlier. As I stated in my last letter, "[f]or greater clarity, I am requesting that you consent to an extension until January 21, 2013."

According to the appendix to the Canadian Bar Association's Code of Professional Conduct, entitled *Principles of Professionalism for Advocates*:

4. Advocates should conduct themselves similarly towards lay persons lawfully representing themselves or others.

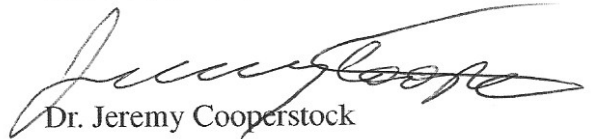
30. Advocates, and not the client, have the sole discretion to determine the accommodations to be granted to opposing counsel in all matters not directly affecting the merits of the cause or prejudicing the client's rights. This includes, but is not limited to, reasonable requests for extensions of time, adjournments, scheduling of events, and admissions of facts. Advocates should not accede to the client's demands that they act in a discourteous or uncooperative manner toward opposing counsel.

Consequently, it is not your client, but you, the counsel, who are the one with the sole discretion to decide whether you consent to my request for an extension until January 21, 2012 as per Rule 7(1) (and Rule 6(3)).

Kindly advise at your earliest convenience whether you, as counsel, consent to an extension until January 21, 2012 for filing my Statement of Defence.

I look forward to hearing from you.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Dr. Jeremy Cooperstock", written in a cursive style.

Dr. Jeremy Cooperstock

Dr. Jeremy Cooperstock
392 Grosvenor Street
Westmount, QC H3Z 2M2

jcooperstock@gmail.com

December 13, 2012

VIA EMAIL AND FAX

Me Hélène D'Iorio
Gowling Lafleur Henderson LLP
1 Place Ville Marie, 37th Floor
Montréal, QC HJ8 JP4

**This is Exhibit "L" referred to in the
affidavit of Dr. Jeremy Cooperstock
affirmed before me on January 7, 2013**

Signature

Dear Me D'Iorio :

**Re: United Air Lines, Inc. et al. v. Jeremy Cooperstock
Federal Court File No.: T-2084-12
Contact information and Electronic Legal Service**

I am writing to respond to your question concerning my "preferred coordinates", and to request that you consent to accepting Electronic Legal Service.

I am using VoIP (voice-over-IP) for my home telephone service. While this is generally acceptable for the transmission of voice, it is only occasionally successful for fax service. As a result, I am unable to receive documents by fax reliably.

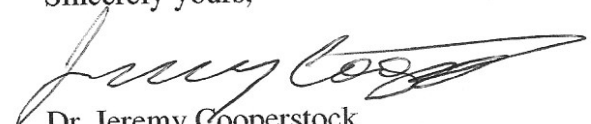
My preferred method of correspondence is by email at the above-noted address. However, I am unable to receive lengthy documents, such as motion records, or affidavits with many exhibits, by email only, because I do not have the equipment for binding such materials. Thus, I request that any document longer than 20 pages sent to me by email be followed by a hard copy within 2 days.

Subject to the aforementioned restriction (of being provided with a hard copy within 2 days), I am prepared to consent to being served electronically, as per the "Electronic Legal Service and Electronic Filing in the Federal Court (Amended July 21, 2009)" directive.

Kindly reciprocate this courtesy, and consent to accepting Electronic Legal Service.

I look forward to hearing from you.

Sincerely yours,


Dr. Jeremy Cooperstock

Montreal, December 13, 2012

BY EMAIL ONLY

Jeremy Cooperstock
392 Grosvenor Street
Westmount, Quebec H3Z 2M2

**This is Exhibit "M" referred to in the
affidavit of Dr. Jeremy Cooperstock
affirmed before me on January 7, 2013**

Signature

Hélène D'Iorio
Direct: 514-392-9564
Fax: 514-876-9564
helene.diorio@gowlings.com

Assistant Tel: (514) 878-1041
ext.: 65224

Re: **United Air Lines, Inc. and Continental Airlines, Inc. v. Jeremy Cooperstock**
Federal Court no. T-2084-12
Our Reference: L104500011

Dear Sir:

This is in response to your letter dated December 13, 2012. We question your interpretation of Rule 6 as it applies to an extension of time on consent. We have agreed to an extension of time to January 7, 2013 and maintain our position in this regard.

Yours very truly,

GOWLING LAFLEUR HENDERSON LLP



Hélène D'Iorio

Dr. Jeremy Cooperstock
392 Grosvenor Street
Westmount, QC H3Z 2M2

jcooperstock@gmail.com

December 14, 2012

**This is Exhibit "N" referred to in the
affidavit of Dr. Jeremy Cooperstock
affirmed before me on January 7, 2013**

Signature

VIA EMAIL AND FAX

Me Hélène D'Iorio
Gowling Lafleur Henderson LLP
1 Place Ville Marie, 37th Floor
Montréal, QC HJ8 JP4

Dear Me D'Iorio :

**Re: United Air Lines, Inc. et al. v. Jeremy Cooperstock
Federal Court File No.: T-2084-12
Request for an extension pursuant to Rule 7(1)
Your letter of December 13, 2012**

I acknowledge receipt of your letter dated December 13, 2012, in which you questioned whether Rule 6(3) applies with respect to extension of time on consent pursuant to Rule 7(1).

In order to address your question and avoid any further misunderstanding, I called the Court Registry in Montreal on December 13, 2012, and spoke to Ms. Martine Daigneault, a Registry Officer. Ms. Daigneault informed me that:

1. the days of "Christmas recess" are not counted as part of any extension by consent pursuant to Rule 7(1);
2. a "15-day extension" pursuant to Rule 7(1) of a December 19, 2012 deadline to file a Statement of Defence is counted as follows: December 20, 2012 (1st day), January 8, 2013 (2nd day), January 9, 2013 (3rd day), etc.

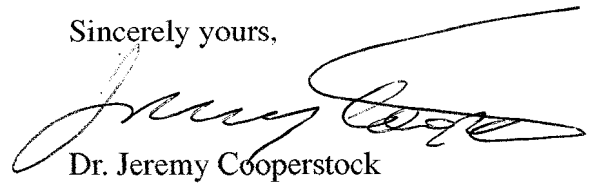
Consequently, according to the Court Registry, a consent for a "15-day extension" that I sought and am seeking means an extension until January 21, 2013. I trust that this addresses all of your concerns and questions.

On a going forward basis, I have drafted the attached consent form. Its wording is modelled on a consent letter issued by the Department of Justice (attached). I trust that you will find the legal standards of the Attorney General of Canada satisfactory.

I am requesting that you sign the consent form, and return it to me at your earliest convenience.

I look forward to hearing from you.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Jeremy Cooperstock', with a long, sweeping horizontal line extending from the end of the signature.

Dr. Jeremy Cooperstock

Enclosed: Consent for a 15-day extension, pursuant to Rule 7, for your signature
Sample consent letter, Department of Justice

Court File No.: T-2084-12

FEDERAL COURT

BETWEEN:

**UNITED AIR LINES, INC. and
CONTINENTAL AIRLINES, INC.**

Plaintiffs

– and –

DR. JEREMY COOPERSTOCK

Defendant

CONSENT

The parties consent to a 15 day extension for the Defendant to file his Statement of Defence pursuant to Rule 7 of the *Federal Court Rules*.

Executed at Montréal, Québec, this ___ day of December, 2012.

GOWLING LAFLEUR HENDERSON LLP

Solicitor for the Plaintiffs

Me Hélène D'Iorio

Tel: 514-392-9564

Fax: 514-878-1450

Executed at Westmount, Québec, this 14th day of December, 2012.



DR. JEREMY COOPERSTOCK

Defendant

Tel: (438) 808-6463

jcooperstock@gmail.com



Department of Justice
Canada

Ministère de la Justice
Canada

Atlantic Regional Office
Suite 1400, Duke Tower
5251 Duke Street
Halifax, Nova Scotia B3J 1P3

Bureau régional de l'Atlantique
Pièce 1400, Tour Duke
5251, rue Duke
Halifax (Nouvelle-Écosse) B3J 1P3

Telephone: (902) 426-5984
Facsimile: (902) 426-2329
E-Mail: Jessica.harris@justice.gc.ca

Our File: AR-2-90203JR
Notre dossier:

Your file:
Votre dossier:

P44

Via Email

October 4, 2012

Gábor Lukács

Dear Dr. Lukács:

Re: Lukács, Gábor v. Attorney General of Canada – Judicial Review – A-386-12

Thank you for the signed Consent to Motion Pursuant to Rule 303(3) and 369 which was received by email today. This letter is to confirm that we are consenting to a 15 day extension for you to file your affidavit pursuant to Rule 7 of the *Federal Court Rules*.

Please don't hesitate to contact me if you have any questions or concerns.

Regards,

Jessica Harris
Counsel
Civil Litigation and Advisory Services

JH/cp

From: "D'Iorio, Hélène" <Helene.Diorio@Gowlings.com>
Subject: **RE: Federal Court Action T-2084-12**
Date: December 14, 2012 4:12:46 PM EST
To: "Jeremy Cooperstock" <jcooperstock@gmail.com>
Cc: "Johnson, Lee" <Lee.Johnson@gowlings.com>
Received-Spf: pass (google.com: best guess record for domain of helene.diorio@gowlings.com designates 74.200.6.7 as permitted sender) client-ip=74.200.6.7;
Message-Id: <BC08214DE1326F49AC1BEC784030253517F004FA@mtlexc01.gowlings.corp>
In-Reply-To: <376FF336-B632-4F4F-9DFA-AA91612094C7@gmail.com>
References: <BC08214DE1326F49AC1BEC784030253517EB4487@mtlexc01.gowlings.corp> <376FF336-B632-4F4F-9DFA-AA91612094C7@gmail.com>
Content-Type: multipart/alternative; boundary="----=_NextPart_001_01CDDA3F.C3F404B5"

Dear Mr. Cooperstock,

As previously advised, we are consenting to an extension of time to January 7, 2013.

Best regards,

Hélène D'Iorio
Associée / Partner
514-392-9564
gowlings.com

**This is Exhibit "O" referred to in the
affidavit of Dr. Jeremy Cooperstock
affirmed before me on January 7, 2013**

Signature

From: Jeremy Cooperstock [mailto:jcooperstock@gmail.com]
Sent: 14 décembre 2012 15:48
To: D'Iorio, Hélène
Cc: Johnson, Lee
Subject: Re: Federal Court Action T-2084-12

Dear Me D'Iorio,

Please refer to the attached correspondence.

Sincerely yours,
Dr. Jeremy Cooperstock

AVIS IMPORTANT: Le présent message n'est destiné qu'à la personne ou à l'entité à qui il est adressé, et peut contenir des renseignements de nature privilégiée et confidentielle qui ne doivent pas être divulgués en vertu des lois applicables. Si le lecteur du présent message n'est pas le destinataire prévu ou encore l'employé ou le mandataire chargé de remettre ce message au destinataire prévu, vous êtes par les présentes avisé que toute diffusion, distribution ou reproduction de cette communication est strictement interdite. Si vous avez reçu cette communication par erreur, veuillez en aviser Gowlings immédiatement par courriel, à l'adresse postmaster@gowlings.com. Merci.

IMPORTANT NOTICE: This message is intended only for the use of the individual or entity to which it is addressed. The message may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify Gowlings immediately by email at postmaster@gowlings.com. Thank you.

URGENT

P46

Dr. Jeremy Cooperstock
392 Grosvenor Street
Westmount, QC H3Z 2M2

jcooperstock@gmail.com

December 21, 2012

HAND DELIVERED

Me Robert Dorion, Managing Partner
Gowling Lafleur Henderson LLP
1 Place Ville Marie, 37th Floor
Montréal, QC HJ8 JP4

**This is Exhibit "P" referred to in the
affidavit of Dr. Jeremy Cooperstock
affirmed before me on January 7, 2013**

Signature

Dear Me Dorion :

Re: Complaint concerning the conduct of Me Hélène D'Iorio

I am writing to you in your capacity as the Managing Partner for Gowlings in Montréal. I would like to bring to your attention serious concerns about the conduct of Me Hélène D'Iorio at your firm, who engaged in what leaves the distinct impression of "sharp practice" in her dealings with me.

I decided to write to you and not to resort to more formal avenues at this point, because the advice of a senior and experienced professional can often help a strayed colleague to see the light, and amend her ways.

I. Withholding consent to a reasonable extension

I am a self-represented defendant in an action before the Federal Court (File No.: T-2084-12), where Me D'Iorio represents two airlines that are the plaintiffs. The original deadline for filing my Statement of Defence was December 19, 2012.

Recently, we had a death in our family. Since December 7, 2012, I have been trying to secure the consent of Me D'Iorio to a standard extension pursuant to Rule 7(1) of the *Federal Court Rules*. As the Court Registry confirmed to me, a "15-day extension" of a December 19, 2012 deadline means an extension until January 21, 2013, because of the Christmas recess (Rule 6(3)).

Me D'Iorio has been withholding her consent to my reasonable request for an extension until January 21, 2013; she deliberately misstated the Rules by claiming that Rule 6(3) does not apply to extensions under Rule 7(1), and agreed only to an extension until January 7, 2013 (see correspondence attached).

II. Raising barriers to service of documents

On December 13, 2012, I wrote to Me D'Iorio, and requested that she consent to being served with documents electronically, as per the "Electronic Legal Service and Electronic Filing in the Federal Court (Amended July 21, 2009)" directive.

Unfortunately, Me D'Iorio chose to ignore my request, and has left it unanswered.

I note in passing that I have also been experiencing difficulties with serving documents on Me Mark Bantey, who represents the same airlines in an action before the Québec Superior Court (see correspondence attached).

I trust that Me D'Iorio is an honourable member of the profession, that her errors of judgment do not represent the values of the Gowlings firm, and that she was only momentarily blinded by her desire to advance her clients' interests. I would be grateful if you reviewed with her the "Principles of Civility for Advocates" of The Advocates' Society, with a particular emphasis on conduct toward a self-represented party.

I look forward to hearing from you.

Sincerely yours,



Dr. Jeremy Cooperstock

Cc: Me Hélène D'Iorio
Me Mark Bantey

Enclosed: Correspondence with Me Hélène D'Iorio
Correspondence sent to Me Mark Bantey

Dr. Jeremy Cooperstock
392 Grosvenor Street
Montreal, QC H3Z 2M2

jcooperstock@gmail.com

December 7, 2012

VIA EMAIL AND FAX

Me Hélène D'Iorio
Gowling Lafleur Henderson LLP
1 Place Ville Marie, 37th Floor
Montreal, QC HJ8 JP4

Dear Me D'Iorio :

Re: United Air Lines Inc et al v. Jeremy Cooperstock
Federal Court File No.: T-2084-12
Request for an extension pursuant to Rule 7(1)

I am writing concerning the above-noted file. I would like to request a 15-day extension to file my Statement of Defence pursuant to Rule 204.

As you surely know, pursuant to Rule 7(1) of the *Federal Court Rules*, a period provided by the Rules may be extended once by filing the consent of all parties in writing.

I would be grateful if you provided me with a consent for the extension as per Rule 7(1) at your earliest convenience.

I look forward to hearing from you.

Sincerely yours,


Dr. Jeremy Cooperstock



montréal · ottawa · toronto · hamilton · waterloo region · calgary · vancouver · moscow · london

Montreal, December 10, 2012

BY EMAIL ONLY

Jeremy Cooperstock
392 Grosvenor Street
Westmount, Quebec H3Z 2M2

Hélène D'Iorio
Direct: 514-392-9564
Fax: 514-876-9564
helene.diorio@gowlings.com

Assistant Tel: (514) 878-1041
ext.: 65224

Re: **United Air Lines, Inc. and Continental Airlines, Inc. v. Jeremy Cooperstock**
Federal Court no. T-2084-12
Our Reference: L104500011

Dear Sir:

Reference is made to your letter dated December 7, 2012, by which you had requested our clients' consent to a fifteen day extension of time for the filing of a Statement of Defence, pursuant to Rule 7 of the *Federal Courts Rules*.

Our clients have instructed us to provide the requested consent, bringing the date on which the Statement of Defence must be served and filed to January 5, 2013.

For purposes of clarity, please note that since January 5, 2013 falls on a Saturday, should you execute and file the attached consent, the Statement of Defence may be served and filed as late as Monday, January 7, 2013.

Please find enclosed herewith a draft consent form, executed on behalf of our clients. If you are agreeable to the contents of this consent form, kindly complete and execute same and return a scanned copy of the completed and fully executed document to us for our files.

Additionally, we note that your above-mentioned correspondence was sent by email and fax, but we do not have a fax or telephone number on file by which to contact you. Accordingly, please confirm your preferred means of correspondence and correct address(es) that should be used for the purposes of any exchanges relating to this matter.

Yours very truly,

GOWLING LAFLEUR HENDERSON LLP

Hélène D'Iorio
HDI:LAJ
Encl.

MTL_LAW\1924283\1

FEDERAL COURT

BETWEEN:

**UNITED AIR LINES, INC. and
CONTINENTAL AIRLINES, INC.**

Plaintiffs

AND

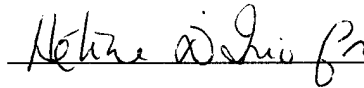
JEREMY COOPERSTOCK

Defendant

CONSENT

The parties consent to a fifteen day extension of the deadline for service and filing of the Statement of Defence, bringing the deadline from December 21, 2012, to January 5, 2013.

Executed at Montreal, Quebec, 10th day of December, 2012.



Gowling Lafleur Henderson LLP
Solicitors for the Plaintiffs
Me Hélène D'Iorio
Telephone: (514) 392-9564
Fax: (514) 876-9564

Executed at Westmount, Quebec, this ___th day of December, 2012.

Jeremy Cooperstock
Defendant
Telephone: (514)
Fax: (514)

Dr. Jeremy Cooperstock
392 Grosvenor Street
Westmount, QC H3Z 2M2

jcooperstock@gmail.com

December 11, 2012

VIA EMAIL AND FAX

Me Hélène D'Iorio
Gowling Lafleur Henderson LLP
1 Place Ville Marie, 37th Floor
Montréal, QC HJ8 JP4

Dear Me D'Iorio :

Re: United Air Lines, Inc. et al. v. Jeremy Cooperstock
Federal Court File No.: T-2084-12
Request for an extension pursuant to Rule 7(1)
Your letter of December 10, 2012

I acknowledge receipt of your letter dated December 10, 2012, consenting to an extension to file the Statement of Defence by Saturday, January 5, 2012 (or, effectively, January 7, 2012).

I am afraid that Rule 6(3) of the *Federal Court Rules* may have escaped your attention:

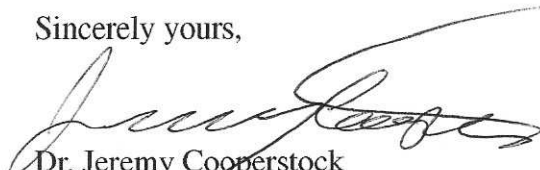
Unless otherwise directed by the Court, a day that falls within the Christmas recess shall not be included in the computation of time under these Rules for filing, amending or serving a document.

(As you surely know, "Christmas recess" means the period beginning on December 21 in a year and ending on January 7 in the following year.) Consequently, the draft consent that you sent me provides only a 2-day extension, and not the 15-day extension for which your consent was sought.

For greater clarity, I am requesting that you consent to an extension until January 21, 2013.

I look forward to hearing from you.

Sincerely yours,



Dr. Jeremy Cooperstock

Montreal, December 12, 2012

BY EMAIL ONLY

Jeremy Cooperstock
392 Grosvenor Street
Westmount, Quebec H3Z 2M2

Hélène D'Iorio
Direct: 514-392-9564
Fax: 514-876-9564
helene.diorio@gowlings.com

Assistant Tel: (514) 878-1041
ext.: 65224

Re: **United Air Lines, Inc. and Continental Airlines, Inc. v. Jeremy Cooperstock**
Federal Court no. T-2084-12
Our Reference: L104500011

Dear Sir:

Reference is made to your letters dated December 7 and 12, 2012, and to our letter dated December 10, 2012.

By your first letter, you had requested our clients' consent to a **fifteen (15) day** extension of time for the service and filing of your Statement of Defence. By our letter dated December 10, 2012, we had advised you that consent to your request had been granted by our clients. By your second letter, you have purported to clarify your earlier letter, stating that you had originally intended to request an extension of time for filing until January 21, 2012.

We reiterate that our clients have given us instructions to consent to the originally requested fifteen (15) day extension of time, which would allow you to serve and file your Statement of Defence as late as January 7, 2012.

Assuming that you intend to take advantage of this consent, we look forward to receiving a fully executed copy of the draft consent form we had attached to our December 10 correspondence.

As noted in our December 10 letter, your above-mentioned correspondence was sent by email and fax. While our records indicate your office and home telephone numbers to be (514) 398-5992 and (438) 808-6463, we do not have your fax number on file. Accordingly, we reiterate our earlier request that you kindly confirm your preferred coordinates and means of correspondence for purposes of any exchanges relating to this matter.

Yours very truly,

GOWLING LAFLEUR HENDERSON LLP



Hélène D'Iorio
HDI:LAJ

MTL_LAW\1924283\1

Dr. Jeremy Cooperstock
392 Grosvenor Street
Westmount, QC H3Z 2M2

jcooperstock@gmail.com

December 13, 2012

VIA EMAIL AND FAX

Me Hélène D'Iorio
Gowling Lafleur Henderson LLP
1 Place Ville Marie, 37th Floor
Montréal, QC HJ8 JP4

Dear Me D'Iorio :

**Re: United Air Lines, Inc. et al. v. Jeremy Cooperstock
Federal Court File No.: T-2084-12
Request for an extension pursuant to Rule 7(1)
Your letter of December 12, 2012**

I acknowledge receipt of your letter dated December 12, 2012.

On December 7, 2012, I asked for a standard 15-day extension pursuant to Rule 7(1) of the *Federal Court Rules*. I have done so with the understanding that you, as an experienced lawyer, are aware of Rule 6(3), and know perfectly well that the Christmas recess is not included in the computation of time under the Rules.

Although my original request was clear, my letter of December 11, 2012 removes any possible ambiguity in the unlikely event that it had existed earlier. As I stated in my last letter, "[f]or greater clarity, I am requesting that you consent to an extension until January 21, 2013."

According to the appendix to the Canadian Bar Association's Code of Professional Conduct, entitled *Principles of Professionalism for Advocates*:

4. Advocates should conduct themselves similarly towards lay persons lawfully representing themselves or others.

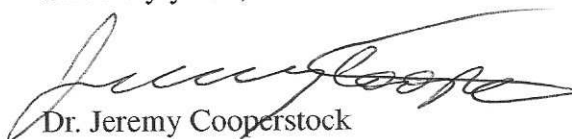
30. Advocates, and not the client, have the sole discretion to determine the accommodations to be granted to opposing counsel in all matters not directly affecting the merits of the cause or prejudicing the client's rights. This includes, but is not limited to, reasonable requests for extensions of time, adjournments, scheduling of events, and admissions of facts. Advocates should not accede to the client's demands that they act in a discourteous or uncooperative manner toward opposing counsel.

Consequently, it is not your client, but you, the counsel, who are the one with the sole discretion to decide whether you consent to my request for an extension until January 21, 2012 as per Rule 7(1) (and Rule 6(3)).

Kindly advise at your earliest convenience whether you, as counsel, consent to an extension until January 21, 2012 for filing my Statement of Defence.

I look forward to hearing from you.

Sincerely yours,



Dr. Jeremy Cooperstock

Dr. Jeremy Cooperstock
392 Grosvenor Street
Westmount, QC H3Z 2M2

jcooperstock@gmail.com

December 13, 2012

VIA EMAIL AND FAX

Me Hélène D'Iorio
Gowling Lafleur Henderson LLP
1 Place Ville Marie, 37th Floor
Montréal, QC HJ8 JP4

Dear Me D'Iorio :

**Re: United Air Lines, Inc. et al. v. Jeremy Cooperstock
Federal Court File No.: T-2084-12
Contact information and Electronic Legal Service**

I am writing to respond to your question concerning my "preferred coordinates", and to request that you consent to accepting Electronic Legal Service.

I am using VoIP (voice-over-IP) for my home telephone service. While this is generally acceptable for the transmission of voice, it is only occasionally successful for fax service. As a result, I am unable to receive documents by fax reliably.

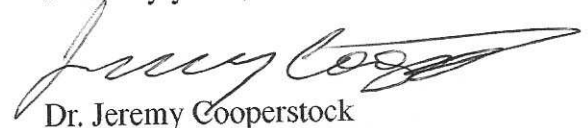
My preferred method of correspondence is by email at the above-noted address. However, I am unable to receive lengthy documents, such as motion records, or affidavits with many exhibits, by email only, because I do not have the equipment for binding such materials. Thus, I request that any document longer than 20 pages sent to me by email be followed by a hard copy within 2 days.

Subject to the aforementioned restriction (of being provided with a hard copy within 2 days), I am prepared to consent to being served electronically, as per the "Electronic Legal Service and Electronic Filing in the Federal Court (Amended July 21, 2009)" directive.

Kindly reciprocate this courtesy, and consent to accepting Electronic Legal Service.

I look forward to hearing from you.

Sincerely yours,



Dr. Jeremy Cooperstock

Montreal, December 13, 2012

BY EMAIL ONLY

Jeremy Cooperstock
392 Grosvenor Street
Westmount, Quebec H3Z 2M2

Hélène D'Iorio
Direct: 514-392-9564
Fax: 514-876-9564
helene.diorio@gowlings.com

Assistant Tel: (514) 878-1041
ext.: 65224

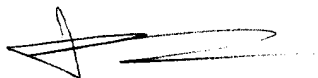
Re: **United Air Lines, Inc. and Continental Airlines, Inc. v. Jeremy Cooperstock**
Federal Court no. T-2084-12
Our Reference: L104500011

Dear Sir:

This is in response to your letter dated December 13, 2012. We question your interpretation of Rule 6 as it applies to an extension of time on consent. We have agreed to an extension of time to January 7, 2013 and maintain our position in this regard.

Yours very truly,

GOWLING LAFLEUR HENDERSON LLP



Hélène D'Iorio

Dr. Jeremy Cooperstock
392 Grosvenor Street
Westmount, QC H3Z 2M2

jcooperstock@gmail.com

December 14, 2012

VIA EMAIL AND FAX

Me Hélène D'Iorio
Gowling Lafleur Henderson LLP
1 Place Ville Marie, 37th Floor
Montréal, QC HJ8 JP4

Dear Me D'Iorio :

**Re: United Air Lines, Inc. et al. v. Jeremy Cooperstock
Federal Court File No.: T-2084-12
Request for an extension pursuant to Rule 7(1)
Your letter of December 13, 2012**

I acknowledge receipt of your letter dated December 13, 2012, in which you questioned whether Rule 6(3) applies with respect to extension of time on consent pursuant to Rule 7(1).

In order to address your question and avoid any further misunderstanding, I called the Court Registry in Montreal on December 13, 2012, and spoke to Ms. Martine Daigneault, a Registry Officer. Ms. Daigneault informed me that:

1. the days of "Christmas recess" are not counted as part of any extension by consent pursuant to Rule 7(1);
2. a "15-day extension" pursuant to Rule 7(1) of a December 19, 2012 deadline to file a Statement of Defence is counted as follows: December 20, 2012 (1st day), January 8, 2013 (2nd day), January 9, 2013 (3rd day), etc.

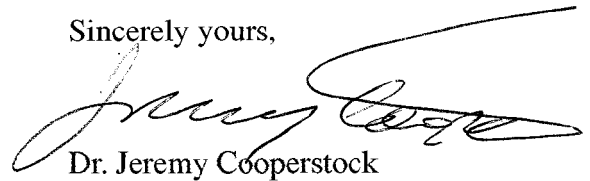
Consequently, according to the Court Registry, a consent for a "15-day extension" that I sought and am seeking means an extension until January 21, 2013. I trust that this addresses all of your concerns and questions.

On a going forward basis, I have drafted the attached consent form. Its wording is modelled on a consent letter issued by the Department of Justice (attached). I trust that you will find the legal standards of the Attorney General of Canada satisfactory.

I am requesting that you sign the consent form, and return it to me at your earliest convenience.

I look forward to hearing from you.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jeremy Cooperstock", with a long, sweeping horizontal line extending from the end of the signature.

Dr. Jeremy Cooperstock

Enclosed: Consent for a 15-day extension, pursuant to Rule 7, for your signature
Sample consent letter, Department of Justice

Court File No.: T-2084-12

FEDERAL COURT

BETWEEN:

**UNITED AIR LINES, INC. and
CONTINENTAL AIRLINES, INC.**

Plaintiffs

– and –

DR. JEREMY COOPERSTOCK

Defendant

CONSENT

The parties consent to a 15 day extension for the Defendant to file his Statement of Defence pursuant to Rule 7 of the *Federal Court Rules*.

Executed at Montréal, Québec, this ___ day of December, 2012.

GOWLING LAFLEUR HENDERSON LLP

Solicitor for the Plaintiffs

Me Hélène D'Iorio

Tel: 514-392-9564

Fax: 514-878-1450

Executed at Westmount, Québec, this 14th day of December, 2012.



DR. JEREMY COOPERSTOCK

Defendant

Tel: (438) 808-6463

jcooperstock@gmail.com



Department of Justice
Canada

Atlantic Regional Office
Suite 1400, Duke Tower
5251 Duke Street
Halifax, Nova Scotia B3J 1P3

Ministère de la Justice
Canada

Bureau régional de l'Atlantique
Pièce 1400, Tour Duke
5251, rue Duke
Halifax (Nouvelle-Écosse) B3J 1P3

Telephone: (902) 426-5984
Facsimile: (902) 426-2329
E-Mail: Jessica.harris@justice.gc.ca

Our File: AR-2-90203JR
Notre dossier:

Your file:
Votre dossier:

P60

Via Email

October 4, 2012

Gábor Lukács


Dear Dr. Lukács:

Re: Lukács, Gábor v. Attorney General of Canada – Judicial Review – A-386-12

Thank you for the signed Consent to Motion Pursuant to Rule 303(3) and 369 which was received by email today. This letter is to confirm that we are consenting to a 15 day extension for you to file your affidavit pursuant to Rule 7 of the *Federal Court Rules*.

Please don't hesitate to contact me if you have any questions or concerns.

Regards,



Jessica Harris
Counsel
Civil Litigation and Advisory Services

JH/cp

From: "D'Iorio, Hélène" <Helene.Diorio@Gowlings.com>
Subject: **RE: Federal Court Action T-2084-12**
Date: December 14, 2012 4:12:46 PM EST
To: "Jeremy Cooperstock" <jcooperstock@gmail.com>
Cc: "Johnson, Lee" <Lee.Johnson@gowlings.com>
Received-Spf: pass (google.com: best guess record for domain of helene.diorio@gowlings.com designates 74.200.6.7 as permitted sender) client-ip=74.200.6.7;
Message-Id: <BC08214DE1326F49AC1BEC784030253517F004FA@mtlexc01.gowlings.corp>
In-Reply-To: <376FF336-B632-4F4F-9DFA-AA91612094C7@gmail.com>
References: <BC08214DE1326F49AC1BEC784030253517EB4487@mtlexc01.gowlings.corp> <376FF336-B632-4F4F-9DFA-AA91612094C7@gmail.com>
Content-Type: multipart/alternative; boundary="----=_NextPart_001_01CDDA3F.C3F404B5"

Dear Mr. Cooperstock,

As previously advised, we are consenting to an extension of time to January 7, 2013.

Best regards,

Hélène D'Iorio
Associée / Partner
514-392-9564
gowlings.com

From: Jeremy Cooperstock [mailto:jcooperstock@gmail.com]
Sent: 14 décembre 2012 15:48
To: D'Iorio, Hélène
Cc: Johnson, Lee
Subject: Re: Federal Court Action T-2084-12

Dear Me D'Iorio,

Please refer to the attached correspondence.

Sincerely yours,
Dr. Jeremy Cooperstock

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Dr. Jeremy Cooperstock
392 Grosvenor Street
Westmount, QC H3Z 2M2

jcooperstock@gmail.com

December 19, 2012

VIA EMAIL AND FAX

Me Mark Bantey
Gowling Lafleur Henderson LLP
1 Place Ville Marie, 37th Floor
Montréal, QC HJ8 JP4

Dear Me Bantey :

Re: United Air Lines, Inc. et al. v. Jeremy Cooperstock
Quebec Superior Court File No: 500-17-074743-124
Your attempt to evade service and mislead me today

I am writing to take exception to your conduct today:

1. On December 19, 2012, I had the following documents transmitted to you by fax:
 - (a) Defendant's Notice of Disclosure of Preliminary Exceptions (Art. 159 C.C.P.);
 - (b) Defendant's Motion for Security for Costs (Art. 65 and 152 C.C.P.);
 - (c) Defendant's Motion to Dismiss Action (Art. 165(4) C.C.P.); and
 - (d) Defendant's Motion to Dismiss the Action as Being Improper (Art. 54.1 to 54.5 C.C.P), with supporting affidavit;
2. Subsequently, on December 19, 2012, at or around 2:30 pm, I visited your offices, and attempted to provide you with hard copies of the above-noted documents as well as "Exhibits Referred to in the Affidavit of Dr. Jeremy Cooperstock in Support of Motion to Dismiss Action as Being Improper".
3. While you accepted the "Exhibits", you refused to receive hard copies of the four documents listed under 1(a), 1(b), 1(c), and 1(d) on the grounds that I am not a bailiff. Furthermore, although you acknowledged the receipt of the above-noted fax transmissions, you insisted that they do not constitute valid service of these documents.

Service by fax

4. Article 82.1 of *Code of Civil Procedure*, R.S.Q., c. C-25 explicitly authorizes a party (and not only an attorney) to send a written proceeding, an exhibit, or any other document to an advocate by fax machine:

A party or his attorney may send a written proceeding, an exhibit or any other document to a bailiff, an advocate or a notary by fax machine.

[Emphasis added.]

5. Article 140.1 of *Code of Civil Procedure*, R.S.Q., c. C-25 confirms that service on the attorney of a party may be effected by fax:

Service of a written proceeding, an exhibit or any other document on the attorney of a party may, without the authorization of the judge or clerk, be effected by transmitting to him a facsimile of the proceeding, exhibit or other document by fax machine.

6. On December 19, 2012, after visiting your offices, I filed the aforementioned five documents with the court. At the courthouse, I was informed that I may serve you with documents by fax, and the clerk insisted that I fax you a "Notice of Presentation", which I did, and filed on the same day.

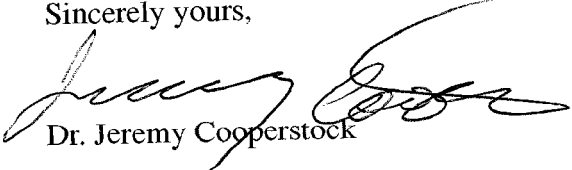
Service in person

7. On December 18, 2012, I visited the Centre du justice de proximité du Grand Montreal, and I was advised that the only document in a proceeding that needs to be served by a bailiff is the motion to institute proceedings, which is a document commencing a proceeding, and issued by the court. I was informed that all other documents can be served by me attending your offices.

In these circumstances, your conduct today leaves me with the distinct impression that you attempted to evade service and to mislead me about the proper procedure. I am requesting that you provide me, in writing, either with an apology or with your grounds for objecting to service by fax and service in person of documents.

On a going forward basis, I will attempt to call you on Thursday, December 20, 2012 in order to discuss the conduct of proceedings in attempt to reach an agreement.

Sincerely yours,



Dr. Jeremy Cooperstock

URGENT

Dr. Jeremy Cooperstock
392 Grosvenor Street
Westmount, QC H3Z 2M2

jcooperstock@gmail.com

December 28, 2012

VIA EMAIL AND FAX

Me Hélène D'Iorio
Gowling Lafleur Henderson LLP
1 Place Ville Marie, 37th Floor
Montréal, QC HJ8 JP4

**This is Exhibit "Q" referred to in the
affidavit of Dr. Jeremy Cooperstock
affirmed before me on January 7, 2013**

Signature

Dear Me D'Iorio :

**Re: United Air Lines, Inc. et al. v. Jeremy Cooperstock
Federal Court File No.: T-2084-12
Request for an extension pursuant to Rule 7(1)
Follow up**

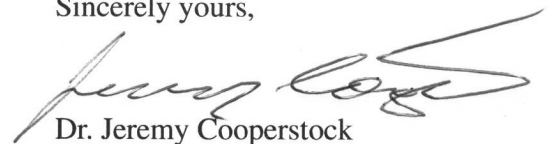
I am writing to follow up on my letter dated December 14, 2012, in which I requested that you consent to a "15-day extension" as interpreted by the Court Registry, that is, an extension until January 21, 2013 (attached), which you have left unanswered.

As you know, we had a death in our family. This letter is my last attempt to request that you show respect and compassion for my family, and agree to my reasonable request for an extension in these circumstances.

I am therefore requesting that you sign the attached consent form, and return it to me as soon as possible, and **no later than January 3, 2013**. Please be advised that should I not receive your consent by that date, I will have no choice but to bring a motion to the Federal Court, in which I will argue that you have engaged in sharp practice, and will be seeking costs on a full indemnity basis against your clients and/or you personally.

I look forward to hearing from you.

Sincerely yours,


Dr. Jeremy Cooperstock

Enclosed: Letter of Dr. Cooperstock to Me D'Iorio, dated December 14, 2012

Dr. Jeremy Cooperstock
392 Grosvenor Street
Westmount, QC H3Z 2M2

jcooperstock@gmail.com

December 14, 2012

VIA EMAIL AND FAX

Me Hélène D'Iorio
Gowling Lafleur Henderson LLP
1 Place Ville Marie, 37th Floor
Montréal, QC HJ8 JP4

Dear Me D'Iorio :

**Re: United Air Lines, Inc. et al. v. Jeremy Cooperstock
Federal Court File No.: T-2084-12
Request for an extension pursuant to Rule 7(1)
Your letter of December 13, 2012**

I acknowledge receipt of your letter dated December 13, 2012, in which you questioned whether Rule 6(3) applies with respect to extension of time on consent pursuant to Rule 7(1).

In order to address your question and avoid any further misunderstanding, I called the Court Registry in Montreal on December 13, 2012, and spoke to Ms. Martine Daigneault, a Registry Officer. Ms. Daigneault informed me that:

1. the days of "Christmas recess" are not counted as part of any extension by consent pursuant to Rule 7(1);
2. a "15-day extension" pursuant to Rule 7(1) of a December 19, 2012 deadline to file a Statement of Defence is counted as follows: December 20, 2012 (1st day), January 8, 2013 (2nd day), January 9, 2013 (3rd day), etc.

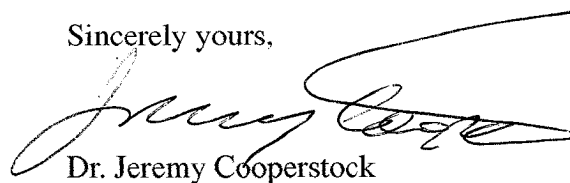
Consequently, according to the Court Registry, a consent for a "15-day extension" that I sought and am seeking means an extension until January 21, 2013. I trust that this addresses all of your concerns and questions.

On a going forward basis, I have drafted the attached consent form. Its wording is modelled on a consent letter issued by the Department of Justice (attached). I trust that you will find the legal standards of the Attorney General of Canada satisfactory.

I am requesting that you sign the consent form, and return it to me at your earliest convenience.

I look forward to hearing from you.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Jeremy Cooperstock', with a long, sweeping horizontal line extending to the right.

Dr. Jeremy Cooperstock

Enclosed: Consent for a 15-day extension, pursuant to Rule 7, for your signature
Sample consent letter, Department of Justice

Court File No.: T-2084-12

FEDERAL COURT

BETWEEN:

**UNITED AIR LINES, INC. and
CONTINENTAL AIRLINES, INC.**

Plaintiffs

– and –

DR. JEREMY COOPERSTOCK

Defendant

CONSENT

The parties consent to a 15 day extension for the Defendant to file his Statement of Defence pursuant to Rule 7 of the *Federal Court Rules*.

Executed at Montréal, Québec, this ___ day of December, 2012.

GOWLING LAFLEUR HENDERSON LLP

Solicitor for the Plaintiffs

Me Hélène D'Iorio

Tel: 514-392-9564

Fax: 514-878-1450

Executed at Westmount, Québec, this 14th day of December, 2012.



DR. JEREMY COOPERSTOCK

Defendant

Tel: (438) 808-6463

jcooperstock@gmail.com



Department of Justice
Canada

Ministère de la Justice
Canada

Atlantic Regional Office
Suite 1400, Duke Tower
5251 Duke Street
Halifax, Nova Scotia B3J 1P3

Bureau régional de l'Atlantique
Pièce 1400, Tour Duke
5251, rue Duke
Halifax (Nouvelle-Écosse) B3J 1P3

Telephone: (902) 426-5984
Facsimile: (902) 426-2329
E-Mail: Jessica.harris@justice.gc.ca

Our File: AR-2-90203JR
Notre dossier:

Your file:
Votre dossier:

P68

Via Email

October 4, 2012

Gábor Lukács
[REDACTED]
[REDACTED]
[REDACTED]

Dear Dr. Lukács:

Re: Lukács, Gábor v. Attorney General of Canada – Judicial Review – A-386-12

Thank you for the signed Consent to Motion Pursuant to Rule 303(3) and 369 which was received by email today. This letter is to confirm that we are consenting to a 15 day extension for you to file your affidavit pursuant to Rule 7 of the *Federal Court Rules*.

Please don't hesitate to contact me if you have any questions or concerns.

Regards,

Jessica Harris
Counsel
Civil Litigation and Advisory Services

JH/cp

P69

Subject: RE: URGENT Re: Federal Court Action T-2084-12
From: D'Iorio, Hélène <Helene.Diorio@Gowlings.com>
Date: 2013-01-03 9:28 AM
To: "Jeremy Cooperstock" <jcooperstock@gmail.com>
Delivered-To: jcooperstock@gmail.com
Received: by 10.64.31.38 with SMTP id x6csp659254ieh; Thu, 3 Jan 2013 06:28:40 -0800 (PST)
X-Received: by 10.50.95.135 with SMTP id dk7mr26172287igb.55.1357223319759; Thu, 03 Jan 2013 06:28:39 -0800 (PST)
Return-Path: <helene.diorio@gowlings.com>
Received: from gowlings.com (mailtls.gowlings.com. [74.200.6.7]) by mx.google.com with ESMTPS id py1si45139703igc.32.2013.01.03.06.28.39 (version=TLSv1/SSLv3 cipher=OTHER); Thu, 03 Jan 2013 06:28:39 -0800 (PST)
Received-SPF: pass (google.com: best guess record for domain of helene.diorio@gowlings.com designates 74.200.6.7 as permitted sender) client-ip=74.200.6.7;
Authentication-Results: mx.google.com; spf=pass (google.com: best guess record for domain of helene.diorio@gowlings.com designates 74.200.6.7 as permitted sender) smtp.mail=helene.diorio@gowlings.com
Received: from ([10.91.101.41]) by mailtls.gowlings.com with ESMTP id gmfqqn1.29765365; Thu, 03 Jan 2013 09:28:35 -0500
Received: from mtlexc01.gowlings.corp ([10.57.101.41]) by gowexc01.gowlings.corp with Microsoft SMTPSVC(6.0.3790.1830); Thu, 3 Jan 2013 09:28:35 -0500
x-mimeole: Produced By Microsoft Exchange V6.5
MIME-Version: 1.0
Content-Transfer-Encoding: quoted-printable
x-dm-mail-id: 6E6025E4-4A5D-4F8E-8AB0-F71E6E7D6756
Content-class: urn:content-classes:message
Message-ID: <BC08214DE1326F49AC1BEC7840302535180001D7@mtlexc01.gowlings.corp>
In-Reply-To: <50DDD52C.3040208@gmail.com>
Thread-Topic: URGENT Re: Federal Court Action T-2084-12
Thread-Index: Ac3IH+bENkudlupWRla9afsfM2sIQgEmAUoQ
References: <BC08214DE1326F49AC1BEC784030253517EB4487@mtlexc01.gowlings.corp>
<50DDD52C.3040208@gmail.com>
Return-Path: Helene.Diorio@Gowlings.com
X-OriginalArrivalTime: 03 Jan 2013 14:28:35.0088 (UTC) FILETIME=[9D02D900:01CDE9BE]
Content-Type: text/plain; charset="iso-8859-1"

Dear Sir,

I acknowledge receipt of your letter. Your letter states: "As you know, we had a death in our family". I have no knowledge of this and it is the first time you raise this with me. Could you provide me with further particulars so that we may consider your request.

Best regards,

Hélène D'Iorio
Associée / Partner
514-392-9564
gowlings.com

This is Exhibit "R" referred to in the affidavit of Dr. Jeremy Cooperstock affirmed before me on January 7, 2013

Signature

-----Original Message-----

From: Jeremy Cooperstock [<mailto:jcooperstock@gmail.com>]

Sent: 28 décembre 2012 12:22
To: D'Iorio, Hélène
Subject: URGENT Re: Federal Court Action T-2084-12

P70

Dear Me D'Iorio,

Please refer to the attached correspondence.

Sincerely yours,
Dr. Jeremy Cooperstock

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Dr. Jeremy Cooperstock
392 Grosvenor Street
Westmount, QC H3Z 2M2

jcooperstock@gmail.com

January 3, 2013

**This is Exhibit "S" referred to in the
affidavit of Dr. Jeremy Cooperstock
affirmed before me on January 7, 2013**

Signature

VIA EMAIL AND FAX

Me Hélène D'Iorio
Gowling Lafleur Henderson LLP
1 Place Ville Marie, 37th Floor
Montréal, QC HJ8 JP4

Dear Me D'Iorio :

**Re: United Air Lines, Inc. et al. v. Jeremy Cooperstock
Federal Court File No.: T-2084-12
Request for an extension pursuant to Rule 7(1)
Your email dated January 3, 2013**

Your email of today, in which you purport to deny prior knowledge of the death in my family, is yet another proof of your acting in bad faith and engaging in sharp practices. Indeed, the record clearly shows that both you and Me Dorion, your Managing Partner, were advised about the death in my family on December 21, 2012.

For greater clarity, on December 21, 2012, I hand delivered a letter addressed to Me Dorion and carbon copied to you, in which I expressed concern about your conduct. The said letter states in the section "Withholding consent to a reasonable extension," in the second paragraph, that "Recently, we had a death in our family." A copy of my December 21, 2012 letter was also sent to you by email on the same day, at or around 2:54 pm.

Your request for "further particulars" about the death in our family is inappropriate, insensitive, unreasonable, and scandalous. The purpose of Rule 7(1) is to allow parties to obtain a short extension of the deadlines set out in the rules as a matter of courtesy between the parties, without having to disclose sensitive details that are personal and may be painful.

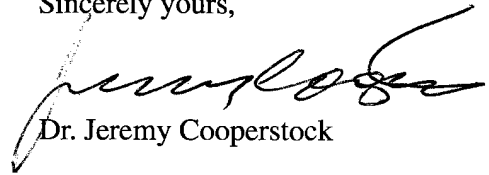
January 3, 2013

Page 2 of 2

My wife's grandmother passed away on December 14, 2012 in Toronto. I am providing this information only to avoid wasting valuable judicial resources on a motion for an extension, and it remains my position that none of these details and "particulars" are any of your business.

I expect you to consent, without delay, to an extension until January 21, 2013 to file the Statement of Defence.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Dr. Jeremy Cooperstock", written over a horizontal line.

Cc: Me Robert Dorion, Managing Partner

Montreal, January 3, 2013

**This is Exhibit "T" referred to in the
affidavit of Dr. Jeremy Cooperstock
affirmed before me on January 7, 2013**

Signature

Hélène D'Iorio
Direct: 514-392-9564
Fax: 514-876-9564
helene.diorio@gowlings.com

BY EMAIL ONLY

Jeremy Cooperstock
392 Grosvenor Street
Westmount, Quebec H3Z 2M2

Re: **United Air Lines, Inc. and Continental Airlines, Inc. v. Jeremy Cooperstock**
Federal Court no. T-2084-12
Our Reference: **L104500011**

Dear Sir:

This is in response to your letter dated December 28, 2012. We express our condolences on the passing of your family member. As you are aware, you were served with the Statement of Claim on November 19, 2012, which was 45 days ago. On December 7, you requested an extension of time to file your Statement of Defence. On December 10, even in the absence of any explanation on your part as to why you required an extension, we agreed to an extension of time to January 7, 2013, which effectively gave you 49 days to file a Defence. We even provided you with a signed consent. It appears from your various communications that you are under the misapprehension that the plaintiffs are under an obligation to grant you an extension and must do so for the full 15 day period. Rule 7(2) reads that an extension "shall not exceed one half of the period sought to be extended". Furthermore, contrary to what you assert, I have responded to every one of your letters of December 11, 13 and 14 on the same issue.

Given the long passage of time since the filing of the Statement of Claim and the fact that your website continues to infringe the intellectual property rights of United and Continental, we maintain our position on the extension of time until January 7, 2013.

Yours very truly,

GOWLING LAFLEUR HENDERSON LLP


Hélène D'Iorio

Court File No.: T-2084-12

FEDERAL COURT

**This is Exhibit “U” referred to in the
affidavit of Dr. Jeremy Cooperstock
affirmed before me on January 7, 2013**

Signature

BETWEEN:

**UNITED AIR LINES, INC. and
CONTINENTAL AIRLINES, INC.**

Plaintiffs

– and –

DR. JEREMY COOPERSTOCK

Defendant

STATEMENT OF DEFENCE

Dated: January 21, 2013

DR. JEREMY COOPERSTOCK

392 Grosvenor Street
Westmount, Québec H3Z 2M2

jcooperstock@gmail.com

Defendant

Court File No.: T-2084-12

FEDERAL COURT

BETWEEN:

**UNITED AIR LINES, INC. and
CONTINENTAL AIRLINES, INC.**

Plaintiffs

– and –

DR. JEREMY COOPERSTOCK

Defendant

STATEMENT OF DEFENCE

1. The Defendant admits the allegations contained in paragraphs 6 and 7 of the Statement of Claim.
2. The Defendant has no knowledge of the allegations contained in paragraphs 1-5 and 9-14 of the Statement of Claim.
3. The allegations contained in paragraphs 17-24 of the Statement of Claim are irrelevant.
4. Pursuant to Rule 184(1) of the *Federal Court Rules*, all allegations of fact in the Statement of Claim that are not admitted are deemed to be denied.

THE DEFENDANT: DR. JEREMY COOPERSTOCK

5. The Defendant, Dr. Jeremy Cooperstock, is an individual living in the Province of Quebec, in the City of Westmount.
6. The Defendant is a full-time, tenured, associate professor of electrical and computer engineering at McGill University.
7. The Defendant does not own any business, and does not sell or offer to sell or distribute any goods.
8. Other than his full-time employment with McGill University, the only services that the Defendant offers are as a technical consultant.

PREDECESSOR OF THE UNTIED.COM WEBSITE: "POORSHOW"

9. In the summer of 1996, the Defendant travelled on a business and vacation trip with the Plaintiff United Air Lines ("United"), was mistreated by its agents during his travels, and was dissatisfied with United's refusal to address his complaint about his travel experience. The Defendant decided to share his negative experience with the public using his personal web page at the University of Toronto:
<http://www.dgp.toronto.edu/~jer/poorshow>
10. Over the course of the following months, the Defendant received numerous letters from other travellers about their poor experiences with United. In order to foster an open debate, the Defendant posted on his personal web page the comments he received from these travellers.
11. On September 6, 1996, the Defendant contacted the Plaintiff United, brought to its attention the postings on his personal web page, and requested a personalized apology.

12. On or around March 17, 1997, Plaintiff United contacted the President of the University of Toronto, suggesting that the University might be held liable for the contents of the Defendant's personal web page, and demanded that the University take steps to remove the content posted by the Defendant.
13. On or around March 24, 1997, the Defendant removed the content concerning the Plaintiff United from his personal web page at the University of Toronto, in order to spare the University of legal hassles.

THE WEBSITE UNTIED.COM

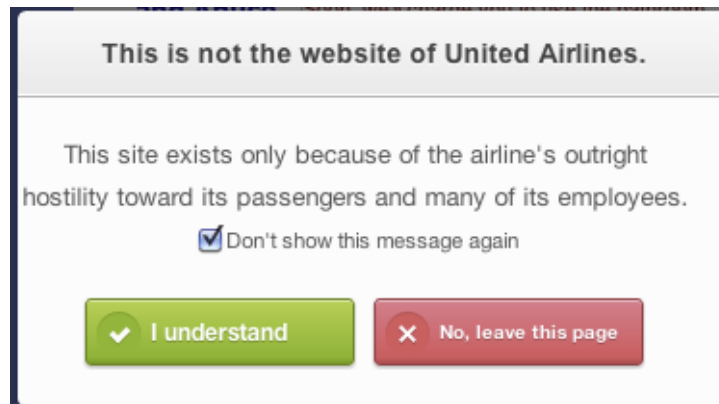
14. On April 24, 1997, the Defendant registered the domain Untied.com, and re-launched the content concerning the Plaintiff United as an independent website ("Defendant's Website").
15. For over 15 years, since 1997, the Defendant has been maintaining the website Untied.com as both a forum for postings by passengers and employees of the Plaintiff United and as a satirical website, employing parody to expose poor service to passengers and mistreatment of employees by the Plaintiff United.
16. Visitors to Untied.com are offered the opportunity to post their account of their experiences with the Plaintiff United. Each posting is automatically assigned a unique ID number.
17. The Defendant denies the allegation at paragraph 16 of the Statement of Claim that he instructed any visitor to Untied.com to use the ID number automatically generated by Untied.com in correspondence with the Plaintiff United.

18. On the contrary, visitors who wish to submit a posting to Untied.com are presented with the following disclaimer:

Note that you are submitting your complaint to Untied.com, a website that provides a service for past and prospective passengers, alerting them to United Airlines' attitude towards its customers and employees. You may also wish to submit your complaint directly to any of the contacts at United Airlines. Before you do so, please see some tips for passengers considering legal action against the airline. And if you think United Airlines will take your complaint seriously, think again.

Furthermore, those who submit a posting to Untied.com are automatically sent an email message advising them of the appropriate avenues for contacting the Plaintiff United.

19. The website Untied.com contains a wealth of features to inform visitors that it is not the website of the Plaintiffs, including a disclaimer that reads "(This is **not** the web page of United Airlines)," and a pop-up requiring first-time visitors to acknowledge that they understand that Untied.com is not the website of the Plaintiffs:



20. The Defendant denies that a reasonable person could confuse his website, Untied.com, with the Plaintiffs' website.

COPYRIGHT

21. The Defendant denies the Plaintiffs' allegations that copyright subsists in the items listed in paragraphs 8-10 of the Statement of Claim.
22. Alternatively, the Defendant denies that the Plaintiffs own copyright in any of the items listed in paragraphs 8-10 of the Statement of Claim.
23. In the further alternative, the Defendant denies that the Defendant's Website reproduces a substantial part of any work in which the Plaintiffs own copyright.
24. With respect to paragraph 15 of the Statement of Claim, the graphics and text used on the Defendant's Website reproduce no substantial part of any original expression or work in which the Plaintiffs own copyright.
25. With respect to paragraph 9 of the Statement of Claim, the Plaintiffs can claim no copyright in banal design elements such as the use of "Sans-serif" font. The alleged use by the Defendant of particular design elements of the Plaintiffs' website constitutes insubstantial copying that does not attract liability under section 3 of the *Copyright Act*, because the Defendant's Website has markedly different content and functionality.
26. In the further alternative, any dealing on the Defendant's Website with a substantial part of any work the copyright to which is owned by the Plaintiffs constitutes fair dealing for the purposes of parody, satire, criticism, and/or review, and as such constitutes no infringement pursuant to sections 29 and 29.1 of the *Copyright Act*.

DEFENDANT IS NOT ENGAGED IN COMMERCIAL ACTIVITY

27. The present matter relates to consumer criticism and consumer expression. It is far removed from the sort of commercial dispute for which a claim in trade-mark is appropriate.
28. According to paragraph 4 of the Statement of Claim, the Plaintiffs operate a large global airline, and sell air travel tickets on their website.
29. In sharp contrast, the Defendant is an educator, who is engaged in no commercial activity or course of trade.
30. The Defendant is not a business, and in particular, not a business in the same area as the Plaintiffs.
31. The Defendant's Website does not sell wares or services. The Defendant's Website transfers no property in or possession of any wares. The Defendant's non-commercial speech embodied in the Defendant's Website does not constitute a "service" within the meaning of the *Trade-marks Act*.

TRADE-MARK

32. The Defendant's Website offers no "use" of trade-marks in association with the transfer of wares or advertisement or performance of services, as that term is defined and used in the *Trade-marks Act*. No trade-marks are associated with the transfer of property in or possession of any wares, nor associated with the advertisement or performance of any service.

33. The Defendant's Website makes no use of marks as a "trade-mark", that is, for the purpose of distinguishing or so as to distinguish wares or services manufactured, sold, leased, hired or performed by the Defendant – or anyone, for that matter – from those manufactured, sold, leased, hired or performed by others,
34. The Defendant uses no marks on the Defendant's Website that are owned by the Plaintiffs.
35. In the alternative, the Defendant's use of any marks on the Defendant's Website – which use is denied – does not constitute use of a mark in association with any ware or service itemized in any trade-mark registration registered in the Plaintiffs' name.
36. In the further alternative, the Defendant's Website does not sell, distribute or advertise wares or services in association with a mark confusing with any trade-mark owned by the Plaintiffs. There is no likelihood of confusion between any trade-mark owned by the Plaintiff and anything on the Defendant's Website.
37. The theoretical possibility of such confusion – which is denied – is extinguished by the liberal use of disclaimers on the Defendant's Website, which specifically alert visitors to the Defendant's Website to the fact that it is not operated by the Plaintiffs.
38. The Defendant has made no use of a trade-mark registered by the Plaintiffs in a manner that is likely to have the effect of depreciating the value of the goodwill attaching thereto. To the extent that the Plaintiffs' goodwill has depreciated, the Defendant claims that such goodwill attaches to the Plaintiffs' business reputation, and not to the attractive force of its registered trade-marks.

39. According to the United States Department of Transportation, the Plaintiffs are the most complained about airline. Thus, it is unreasonable and ludicrous to allege that damage to goodwill has its source in the Defendant's actions.
40. Section 22 of the *Trade-marks Act* does not shield the Plaintiffs from the harmful ramifications of their own treatment of passengers and/or their own employees.

DELAY OF 15 YEARS

41. The Plaintiffs have been aware of the Defendant's Website, the domain Untied.com, and the Defendant's expressive activities therein for more than 15 years.
42. The Plaintiffs have not brought legal claims against the Defendant during that time, and the Defendant has relied upon the Plaintiffs' conduct. The Plaintiffs are now barred from raising claims that ought to have been brought years ago.
43. The Plaintiffs now attempt to revive their claim in trade-mark by framing it in copyright. The Plaintiffs should not thereby be allowed to sidestep a delay of a decade and a half.

GOOD FAITH AND REMEDIES

44. In the alternative, should the Honourable Court find any infringements of copyright or trade-mark, the Defendant has at all times acted in good faith and has taken steps to avoid infringement of Plaintiffs' intellectual property.

45. The Plaintiffs state in the Statement of Claim that they “are not seeking to prevent the Defendant from operating” his website, and that they are requesting relief “in order to protect their intellectual property rights and prevent consumer confusion”. If this were the case, then they would not have sought “damages, profits, and statutory damages”. The Defendant is an individual operating a website at his own expense, and damages are inappropriate given the stated purpose of the litigation.
46. To the extent that the Plaintiffs are ultimately found to be entitled to damages, and elect statutory damages under copyright law, such damages ought to be set at no more than \$100 as non-commercial statutory damages.
47. The Defendant submits that the Plaintiffs’ action against him be dismissed with costs.

January 21, 2013

DR. JEREMY COOPERSTOCK
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Westmount, Québec H3Z 2M2
Tel: 438-808-6463

jcooperstock@gmail.com

Defendant

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Me Hélène D’lorio

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- 10 -

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**Solicitor for the Plaintiffs,
United Air Lines, Inc., and
Continental Airlines, Inc.**

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